



# भारत का राजपत्र The Gazette of India

साप्ताहिक/WEEKLY

प्राधिकार से प्रकाशित

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No. 26] NEW DELHI, SATURDAY, JUNE 27—JULY 3, 2009 (ASADHA 6, 1931)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके  
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

## भाग IV

### [PART IV]

[गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं]

[Advertisements and Notices issued by Private Individuals and Private Bodies]

#### NOTICE

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BY ORDER

Controller of Publication

#### CHANGE OF NAME

I, hitherto known as BIKRANT SINGH RANA son of Sh. BHIM SINGH RANA, residing at Village Vikas Nagar, P.O. Mahakal, Teh. Baijnath, Distt. Kangra (H.P.), presently residing at 8138, D-8, Vasant Kunj, New Delhi, have changed my name and shall hereafter be known as VIKRANT SINGH RANA.

It is certified that I have complied with other legal requirements in this connection.

BIKRANT SINGH RANA

[Signature (in existing old name)]

I, hitherto known as ANJIT KAUR @ KANWAL JEET KAUR wife of Late SARDAR SARDUL SINGH, employed as S. Attendent in the DTC, residing at B-355, Hari Nagar, Ghanta Ghar, New Delhi-64, have changed my name and shall hereafter be known as KANWAL JEET KAUR.

It is certified that I have complied with other legal requirements in this connection.

ANJIT KAUR @ KANWAL JEET KAUR

[Signature (in existing old name)]

I, hitherto known as PANKAJ son of Sh. SURENDER KUMAR, employed as Junior Judicial Assistant in the High Court of Delhi, residing at 44, Alipur, Delhi-110036, have changed my name and shall hereafter be known as PANKAJ DHIMAN.

It is certified that I have complied with other legal requirements in this connection.

PANKAJ

[Signature (in existing old name)]

I, hitherto known as SURITI SIKKA daughter of Sh. NISHA NATH MANNA, employed as Officer Customer Services in Air India Ltd., residing at C-7, DDA Flats, Bhim Nagri Apartments, Safdarjung Development Area, New Delhi-110016, have changed my name and shall hereafter be known as SURITI MANNA.

It is certified that I have complied with other legal requirements in this connection.

SURITI SIKKA  
[Signature (in existing old name)]

I, SURITI MANNA daughter of Sh. NISHA NATH MANNA, employed as Officer Customer Services in Air India Ltd., New Delhi, residing at C-7, DDA Flats, Bhim Nagri Apartments, Safdarjung Development Area, New Delhi-110016, have changed the name of my minor daughter SRISHTI SIKKA aged 13 years and she shall hereafter be known as SRISHTI MANNA.

It is certified that I have complied with other legal requirements in this connection.

SURITI MANNA  
[Signature of Guardian]

I, hitherto known as MUNESH KUMARI daughter of Sh. RAM NIWAS BUDANIA, residing at Q-3/1, Police Colony, Andrews Gunj, New Delhi-110049, have changed my name and shall hereafter be known as MONISH BUDANIA.

It is certified that I have complied with other legal requirements in this connection.

MUNESH KUMARI  
[Signature (in existing old name)]

I, hitherto known as NARESH KUMAR SAMRIWAL son of Sh. OM PARKASH SAMRIWAL, employed as Executive Operations in IBM India, Gurgaon, residing at RZ-187, Roshan Garden, Najafgarh, New Delhi-110043, have changed my name and shall hereafter be known as NARESH SAMRIWAL.

It is certified that I have complied with other legal requirements in this connection.

NARESH KUMAR SAMRIWAL  
[Signature (in existing old name)]

I, hitherto known as SEEMA GOEL daughter of Sh. ASHOK GOEL, employed as Teacher in Bal Bhawan Public School, Mayur Vihar Phase-II, residing at 15 Main Market, Lodhi Colony, New Delhi-110003, have changed my name and shall hereafter be known as GAURIKAA GOEL.

It is certified that I have complied with other legal requirements in this connection.

SEEMA GOEL  
[Signature (in existing old name)]

I, hitherto known as MANVIT UPPAL son of Sh. PARAMJIT SINGH, residing at 4/30 W.E.A, Karol Bagh, New Delhi-110005, have changed my name and shall hereafter be known as MANVIT SINGH.

It is certified that I have complied with other legal requirements in this connection.

MANVIT UPPAL  
[Signature (in existing old name)]

I, hitherto known as SHYAM SUNDER NARWANI son of Sh. S. D. NARWANI, residing at Pocket-C, Flat No. 455, Sarita Vihar, New Delhi-110076, have changed my name and shall hereafter be known as SHYAAM BAJAJ.

It is certified that I have complied with other legal requirements in this connection.

SHYAM SUNDER NARWANI  
[Signature (in existing old name)]

I, hitherto known as RAJIVR KAUR wife of Mr. SANJEEV KUMAR, employed as Trained Graduate Teacher (English) in Kendriya Vidhyalaya No. 1, Ferozepur Cantt., Ferozepur (Pb.), residing at Vill. Sadar Pur, P.O. Baja Chak, Teh. Dasuya, Distt. Hoshiarpur (Pb.), have changed my name and shall hereafter be known as RAJIVR KAUR UPPAL.

It is certified that I have complied with other legal requirements in this connection.

RAJIVR KAUR  
[Signature (in existing old name)]

I, hitherto known as ISAHKA KERKETTA son of Sh. BLACIUS KERKETTA, employed as Electric Crematorium Operator in Port Blair Municipal Council, Port Blair, Andaman & Nicobar Islands, residing at Jinghanallah, Miletalak, South Andaman, have changed my name and shall hereafter be known as ISHAK KERKETTA.

It is certified that I have complied with other legal requirements in this connection.

ISAHKA KERKETTA  
[Signature (in existing old name)]

I, hitherto known as ASHOK KUMAR alias ASHOK KUMAR MITTAL son of Sh. PREM CHAND MITTAL, a Businessman, residing at A-2/56-B, Block A-2, Lawrence Road, Delhi, have changed my name and shall hereafter be known as ASHOK AGGARWAL.

It is certified that I have complied with other legal requirements in this connection.

ASHOK KUMAR alias ASHOK KUMAR MITTAL  
[Signature (in existing old name)]

I, hitherto known as RANJEET KUMAR son of Sri LAKHAN PRASAD, employed as Faculty in Brilliant Tutorials Pvt. Ltd., New Delhi, residing at A-303, Majlis Park, Adarsh Nagar, Delhi-110033, have changed my name and shall hereafter be known as RANJEET KUMAR MEHTA.

It is certified that I have complied with other legal requirements in this connection.

RANJEET KUMAR  
[Signature (in existing old name)]

I, hitherto known as NATHU RAM son of Sh. RAM PRASHAD, residing at 4184-86, Gali No. 63, Regharpura, Karol Bagh, New Delhi, have changed my name and shall hereafter be known as DEV DASS.

It is certified that I have complied with other legal requirements in this connection.

NATHU RAM  
[Signature (in existing old name)]

I, hitherto known as PARVEEN CHAUHAN son of Sh. RAM SINGH, employed as Senior Engineer with Subros Ltd., residing at VPO Amin, Tehsil Thanesar Distt. Kurukshetra, Haryana, have changed my name and shall hereafter be known as PARVEEN KUMAR.

It is certified that I have complied with other legal requirements in this connection.

PARVEEN CHAUHAN  
[Signature (in existing old name)]

I, hitherto known as S. BASKAR RAJ son of Sh. M. SIMON, employed as Senior Accountant at Accounting General Office Chennai-18, residing at 16, 6th Street, Rangarajapuraum Saidapet, Chennai-15, have changed my name and shall hereafter be known as S. A. BASKAR RAJ.

It is certified that I have complied with other legal requirements in this connection.

S. BASKAR RAJ  
[Signature (in existing old name)]

I, hitherto known as ABHINAV son of Dr. ASHOK KUMAR, employed as Sr. Software Engineer with Sapient, Gurgaon (Haryana), residing at Q-8/3, MSF, R. K. Puram, Sector-13, New Delhi-110066, have changed my name and shall hereafter be known as ABHINAV KUMAR.

It is certified that I have complied with other legal requirements in this connection.

ABHINAV  
[Signature (in existing old name)]

I, hitherto known as ANURAG son of Dr. ASHOK KUMAR, employed as Manager with Bharti Airtel, residing

at Q-8/3, MSF, R. K. Puram, Sector-13, New Delhi-110066, have changed my name and shall hereafter be known as ANURAG KUMAR.

It is certified that I have complied with other legal requirements in this connection.

ANURAG  
[Signature (in existing old name)]

I, hitherto known as BALJIT SINGH son of Sh. GURDAYAL SINGH, residing at 538, Sector-16A, Faridabad, Haryana, have changed my name and shall hereafter be known as BALGIT SINGH

It is certified that I have complied with other legal requirements in this connection.

BALJIT SINGH  
[Signature (in existing old name)]

I, hitherto known as GURSHARAN KAUR wife of Sh. BALJIT SINGH, residing at 538, Sector-16A, Faridabad, Haryana, have changed my name and shall hereafter be known as GURSARAN KAUR.

It is certified that I have complied with other legal requirements in this connection.

GURSHARAN KAUR  
[Signature (in existing old name)]

I, hitherto known as RAJ KUMAR SHARMA son of Sh. SUKH PAL SHARMA, doing Business of Property, residing at 1/9805, Gali No. 1, West Gorakh Park, Shahdara, Delhi-110032, have changed my name and shall hereafter be known as RAJ SHARMA

It is certified that I have complied with other legal requirements in this connection.

RAJ KUMAR SHARMA  
[Signature (in existing old name)]

I, hitherto known as AMANDEEP MATHUR son of Sh. DHARAMPAL MATHUR, a Student in Indian Institute of Planning & Management (IIPM), residing at RZ-41, Gopal Nagar, Najafgarh, New Delhi-110043, have changed my name and shall hereafter be known as a. AMANDEEP MATHUR.

It is certified that I have complied with other legal requirements in this connection.

AMANDEEP MATHUR  
[Signature (in existing old name)]

I, hitherto known as ANIL AVASTHI son of Sh. BHOLA NATH, a Driver, residing at E-63A, E-Block, Yadav Nagar, Sameypur, Delhi-110042, have changed my name and shall hereafter be known as AVNISH AVASTHI.

It is certified that I have complied with other legal requirements in this connection.

ANIL AVASTHI  
[Signature (in existing old name)]

I, hitherto known as KAILASH CHANDRA MOCHI son of Sh. NAWAL RAM JI, employed as Sub Post Master, Jahazpur now Manager in the Postal Store Depot, Ajmer, residing at C-97, New Bapunagar Bhilwara, have changed my name and shall hereafter be known as KAILASH CHANDRA SANKHLA.

It is certified that I have complied with other legal requirements in this connection.

KAILASH CHANDRA MOCHI  
[Signature (in existing old name)]

I, hitherto known as MURIGEPPA RAMAPPA MANG son of Sh. RAMAPPA BHIMAPPA MANG, a Teacher, residing at Katageri-591304, Tal. Athani, Distt. Belgaum, have changed my name and shall hereafter be known as MURIGEPPA RAMAPPA KATAGERI.

It is certified that I have complied with other legal requirements in this connection.

MURIGEPPA RAMAPPA MANG  
[Signature (in existing old name)]

I, hitherto known as GUDDU son of late NAVI HUSSAIN, employed as Labourer U.S. in Ordance Clothing Factory, Shahjahanpur, U.P., residing at 223/4-J, Type O.C.F. Estate Shahjahanpur U.P., have changed my name and shall hereafter be known as SAMEER HUSSAIN.

It is certified that I have complied with other legal requirements in this connection.

GUDDU  
[Signature (in existing old name)]

I, hitherto known as SEEMA KUMAR wife of Mr. JITENDER KUMAR, a Proprietor of Jagriti Toys and Stationeries, residing at 29, Kailash Enclave, Pitam Pura, Delhi-110034, have changed my name and shall hereafter be known as ASHEESHLA KUMAR.

It is certified that I have complied with other legal requirements in this connection.

SEEMA KUMAR  
[Signature (in existing old name)]

I, hitherto known as PRADEEP SHARMA son of Sh. KRISHAN MURARI SHARMA, employed as Junior Court Assistant in Supreme Court of India, residing at RZ-1122/D, Gali No. 14/5, Sadh Nagar, Palam Colony, New Delhi-110045, have changed my name and shall hereafter be known as PRADEEP AGNIHOTRI.

It is certified that I have complied with other legal requirements in this connection.

PRADEEP SHARMA  
[Signature (in existing old name)]

I, hitherto known as KAMINI daughter of Sh. THAKUR SINGH, employed as O.T. Technician (Tech. Asstt.) in AIIMS, residing at 177-B, Pocket A-3, Mayur Vihar, Phase-III, have changed my name and shall hereafter be known as KRITIKA SINGH BANESHI.

It is certified that I have complied with other legal requirements in this connection.

KAMINI  
[Signature (in existing old name)]

I, hitherto known as DUSHYANT PAL son of Sh. TEG SINGH, employed as Joint Director in the Dte. of Missile, DRDO Hq., Min. of Defence, A-Block, 5th Floor, DRDO Bhawan Rajaji Marg, New Delhi-110105, Controlling Office : O/o the Joint Secretary (Trg.) & Chief Administrative Officer, Min. of Defence, CAO/A-1(B), 'E' Block, New Delhi-110105, residing at E-307, Pragati Vihar, Lodhi Road, New Delhi-110003, have changed my name and shall hereafter be known as DUSHYANT SINGH CHAUHAN.

It is certified that I have complied with other legal requirements in this connection.

DUSHYANT PAL  
[Signature (in existing old name)]

I, hitherto known as M. RAMA son of Sh. MUNIYAPPA, employed as Record Keeper, E.S.I. Corporation, residing at No. 534, Anandagiri Extension, Hebbal, Bangalore-560024, have changed my name and shall hereafter be known as RAMU M.

It is certified that I have complied with other legal requirements in this connection.

M. RAMA  
[Signature (in existing old name)]

I, AUGUSTINE KHARKONGOR son of Late THOMAS SHABONG, employed as Peon in North-Eastern Hill University, Shillong, Meghalaya, residing at Pynthorbah, Shillong-1, have changed the name of my minor son JADENE RAPHEAL KHARKONGOR aged 5 years and he shall hereafter be known as Mr. JADENE RAPHEAL K. SANGMA.

It is certified that I have complied with other legal requirements in this connection.

AUGUSTINE KHARKONGOR  
[Signature of Guardian]

I, AJAY KUMAR son of Mr. SAMUEL S. LAL, employed as Clinical Specialist in Met Life, A-37, Sector-64, Noida, U.P., residing at C-135, Upper Ground Floor, Clock Tower, Hari Nagar, New Delhi-110064, have changed the name of my minor son SAMIR SAMUEL aged 4.5 years and he shall hereafter be known as AARON SAMUEL

It is certified that I have complied with other legal requirements in this connection.

AJAY KUMAR  
[Signature of Guardian]

I, SAURABH GUPTA son of Sh. BHAIKON PARSHAD, employed in a Private Job in Gupta Housiary, residing at 124, Daya Nand Vihar, Delhi-110092, have changed the name of my minor daughter NIRMITA GUPTA aged 3 years 9th months and she shall hereafter be known as NAMYA GUPTA.

It is certified that I have complied with other legal requirements in this connection.

SAURABH GUPTA  
[Signature of Guardian]

I, hitherto known as ANOOP GUPTA son of Sh. BHIM SEN AGGARWAL, residing at JD-24, IInd Floor, Khirki Extn., Malviya Nagar, New Delhi, have changed my name and shall hereafter be known as ANOOP AGGARWAL.

It is certified that I have complied with other legal requirements in this connection.

ANOOP GUPTA  
[Signature (in existing old name)]

I, hitherto known as ANIT KUMAR son of Sh. JASHWANT TYAGI, residing at G-71, Gali No. 10, Rajapuri, Vishwas Park Extn., Uttam Nagar, New Delhi-110059, have changed my name and shall hereafter be known as ANIT TYAGI.

It is certified that I have complied with other legal requirements in this connection.

ANIT KUMAR  
[Signature (in existing old name)]

I, hitherto known as TEETU son of Sh. TILAK RAM, residing at Village Panchlok, P.O. Loni, Distt. Ghaziabad, U.P., have changed my name and shall hereafter be known as ROHIT KUMAR.

It is certified that I have complied with other legal requirements in this connection.

TEETU  
[Signature (in existing old name)]

I, hitherto known as KOSHAL son of Sh. SUNENDER SINGH, employed as Patient Care Co-coordinator in Sita

Ram Bhartia Research Institute, residing at 375, Katwaria Sarai, Hauz Khas, New Delhi-110016, have changed my name and shall hereafter be known as KAUSHAL SANSANWAL.

It is certified that I have complied with other legal requirements in this connection.

KOSHAL  
[Signature (in existing old name)]

I, THAKUR SINGH son of Sh. TRILOK SINGH BANESHI, employed as O.T. Technician (Tech. Asstt.) in AIIMS, residing at 177-B, Pocket A-3, Mayur Vihar, Phase-III, have changed the name of my minor son MANISH aged 15 (Fifteen) years and he shall hereafter be known as MUKUL BANESHI.

It is certified that I have complied with other legal requirements in this connection.

THAKUR SINGH  
[Signature of Guardian]

I, THAKUR SINGH son of Sh. TRILOK SINGH BANESHI, employed as O.T. Technician (Tech. Asstt.) in AIIMS, residing at 177-B, Pocket A-3, Mayur Vihar, Phase-III, have changed the name of my minor daughter SUBHAM aged 13 (Thirteen) years and she shall hereafter be known as SHWETA BANESHI.

It is certified that I have complied with other legal requirements in this connection.

THAKUR SINGH  
[Signature of Guardian]

I, hitherto known as ROOM SINGH son of Sh. ATTAR SINGH, employed as Head Constable in (EXE) 848/RB Security/TY/RB Delhi Police in Rashtrapati Bhawan, residing at 2/51, Mondoli Extn., New Delhi-110093, have changed my name and shall hereafter be known as RAM SINGH.

It is certified that I have complied with other legal requirements in this connection.

ROOM SINGH  
[Signature (in existing old name)]

I, hitherto known as TAPAS BHOWMIC son of Sh. MAHADEV BHOWMIC, employed as Customer Service Executive in Technovate Solution Pvt., 219, Okhla, Phase-III, New Delhi-110020, residing at 3A-3/16, SEPCO Township, B-Zone, Durgapur, West Bengal-713205, have changed my name and shall hereafter be known as TAPAS M. BHOWMIC.

It is certified that I have complied with other legal requirements in this connection.

TAPAS BHOWMIC  
[Signature (in existing old name)]

I, hitherto known as SHIVA KANT son of Sh. RAM BHEJ, employed as Asstt. Teacher in Basic Siksha Parishad Basti, (U.P.), residing at Village Mirzapur, Post-Sarraiya Atibal, Tehsil-Harraiya, Distt. Basti, (U.P.), have changed my name and shall hereafter be known as SHIVA KANT BAUDDH.

It is certified that I have complied with other legal requirements in this connection.

SHIVA KANT  
[Signature (in existing old name)]

I, hitherto known as VIVEK TYAGI son of Sh. VINOD TYAGI, employed as Lecturer in Government Boys Senior Secondary School, Sector-3, R. K. Puram, Delhi, residing at 11/9, K. G. K. Gurgaon (Haryana), have changed my name and shall hereafter be known as VIVEK KUMAR.

It is certified that I have complied with other legal requirements in this connection.

VIVEK TYAGI  
[Signature (in existing old name)]

I, hitherto known as SHARDA @ SHARDA AHLAWAT wife of Sh. GYAN PRAKASH, residing at 21, RZ-Block, Indra Park, Uttam Nagar, New Delhi-110059, have changed my name and shall hereafter be known as SHARDA DEVI.

It is certified that I have complied with other legal requirements in this connection.

SHARDA @ SHARDA AHLAWAT  
[Signature (in existing old name)]

#### CHANGE OF RELIGION

I, SHIVA KANT son of Sh. RAM BHEJ, employed as Asstt. Teacher in Basic Siksha Parishad Basti, (U.P.), residing at Village Mirzapur, Post-Sarraiya Atibal, Tehsil-Harraiya, Distt. Basti, (U.P.), do hereby solemnly affirm and declare that I have embraced Buddhism and renounced Hinduism with effect from 9th October, 2008.

It is certified that I have complied with other legal requirements in this connection.

SHIVA KANT  
[Signature]

#### PUBLIC NOTICE

I, BABOO LAL son of late RAM SWAROOP KANOJIA, residing at 1405, Lalmati Kachhiana Mohalla, Ghamapur, Jabalpur, do hereby declare for general information that my name has been wrongly written as BABOO LAL in my departmental Service Record. My actual name is BABOO LAL KANOJIA which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

BABOO LAL  
[Signature]

I, GOVIND son of Late HIRA SINGH RAJPUT, residing at 1308, Lodhi Mohalla, Gorakhpur, Jabalpur (M.P.), do hereby declare for general information that my name has been wrongly written as GOVIND in my departmental Service Record. My actual name is GOVIND SINGH RAJPUT which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

GOVIND  
[Signature]

I, SURESH KUMAR son of Late MOHAN LAL, residing at 3229/15, Tulsi Nagar, Near Sai Temple, Ranjhi, Jabalpur (M.P.), do hereby declare for general information that my name has been wrongly written as SURESH KUMAR in my departmental Service Record. My actual name is SURESH KUMAR SHARMA which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SURESH KUMAR  
[Signature]

I, RAMASHRAY YADAV son of Sh. KAILASH YADAV, residing at B-1233, Gali No. 35, 25 Futa Road, Sant Nagar, Burari, Delhi-110084, declare that my father's name in my Diploma in Civil Engineering in First Year and Govt. Secondary Technical Mark Sheet was wrongly mentioned as KAILASH NATH YADAV instead of KAILASH YADAV. My father's actual name is KAILASH YADAV which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

RAMASHRAY YADAV  
[Signature]

I, PAJJU RAM son of Late BLOKHA, residing at H-488, Dakshinpuri, Dr. Ambedkar Nagar, Sector-5, New Delhi-110062, declare that my and my father's name in personal file/service book was wrongly mentioned as PINJOO RAM and BALANKHA instead of PAJJU RAM and BLOKHA. My and my father's actual names are PAJJU RAM and BLOKHA which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

PAJJU RAM  
[Signature]

## दिल्ली स्टॉक एक्सचेंज लिमिटेड

पंजीकृत कार्यालय: डीएसई हाउस, 3/1, आसफ अली रोड, नई दिल्ली-110002

दिल्ली स्टॉक एक्सचेंज ने अपनी उपविधि में संशोधन करके उसमें नई उपविधि सं. 61ख व 61ग और 246क को शामिल किया है तथा उपविधि सं. 204 और 69 को संशोधित किया है जिसे सेबी द्वारा अपने पत्र सं. एमआरडी/डीएसए/एकेएस/157834/2009 दिनांक 20 मार्च 2009 के अनुसार विधिवत अनुमोदित किया गया है। उपविधि 61ख, 61ग, 246क, 204 क (क) और 69(क)(छ) निम्नानुसार है।

### उपविधि सं. 61ख

61ख 'अल्पकालीन बिक्री' के लिए व्यापक ढाँचा

1. "अल्पकालीन बिक्री" ऐसे स्टॉक की बिक्री करना है जो सौदे (ट्रेड) के समय विक्रेता के स्वामित्व में नहीं हैं।
2. सभी श्रेणियों के निवेशकों को जैसे खुदरा और संस्थागत निवेशक, अल्पकालीन बिक्री करने की अनुमति होगी।
3. अप्रतिभूत (Naked) अल्पकालीन बिक्री करने की अनुमति नहीं दी जाएगी और तदनुसार, सभी निवेशकों के लिए यह अनिवार्य होगा कि वे निपटान (Settlement) के समय प्रतिभूतियां डिलिवर करने सम्बन्धि अपने दायित्व को पूरा करें।
4. किसी भी संस्थागत निवेशक को दिन में ट्रेडिंग (Day Trading) करने की अनुमति नहीं दी जाएगी अर्थात् अपने लेन-देन दिन रहते करेंगे। दूसरे शब्दों में, संस्थागत निवेशकों के लिए सभी लेन-देन कस्टोडियन स्तर पर पूरे करने होंगे और संस्थाओं को अपने दायित्व सकल आधार पर पूरे करने होंगे परन्तु, कस्टोडियन अपनी डिलिवरियों का निपटान स्टॉक एक्सचेंज के साथ कुल आधार पर करते रहेंगे।
5. एफ एण्ड ओ सेगमेंट में लेन-देन की गई प्रतिभूतियां ही शार्ट सेलिंग के लिए पात्र होंगी। सेबी द्वारा समय-समय पर शार्ट सेलिंग लेन-देन के लिए पात्र स्टॉक-सूची की समीक्षा की जाएगी।
6. संस्थागत निवेशक आर्डर करते समय बताएंगे कि क्या शार्ट सेल का लेन-देन किया जा रहा है। परन्तु, खुदरा निवेशकों को ऐसा प्रकटीकरण लेन-देन के दिन कारोबारी समय की समाप्ति होने पर करने की अनुमति होगी।
7. ब्रोकरों के लिए यह अनिवार्य है कि वे अगले कारोबारी दिन कारोबार प्रारंभ होने से पहले स्क्रिप-वाइज शार्ट सेल पोजीशन का विवरण एकत्रित करने, डेटा का मिलान करके इसे स्टॉक एक्सचेंज में अपलोड कर दें।
8. स्टॉक एक्सचेंज ब्रोकरों द्वारा सैटलमेंट के समय प्रतिभूतियां डिलीवर नहीं करने पर उनके विरुद्ध समुचित कार्यवाई करेगा। ऐसी कार्यवाई में निम्नलिखित शामिल होगा :

क गवर्निंग बोर्ड द्वारा समय-समय पर निर्धारित दर के अनुसार डिलिवरी न करने पर दण्ड।

ख गवर्निंग बोर्ड द्वारा समय-समय पर निर्धारित दर के अनुसार कारोबार के ट्रेड-आउट के किए प्रभार।

ग यदि कोई सदस्य देयों या नुकसान, यदि कोई है, का नोटिस प्राप्त करने के चौबीस घंटे के अंतर्गत या गवर्निंग बोर्ड द्वारा यथानिर्दिष्ट समय के अंतर्गत भुगतान नहीं करता है तो उसे चूक कर्ता घोषित किया जाएगा।

## उपविधि-सं. 61 ग

## 61 ग प्रतिभूतियां उधार देने और लेने के लिए व्यापक ढाँचा :-

1. प्रतिभूतियां उधार देने और लेने (एस एल बी) का कार्य 'प्रतिभूति उधार स्कीम 1997' के समग्र ढाँचे के भीतर किया जाएगा।
2. एस एल बी संबंधी कार्य स्टॉक एक्सचेंजों के समाशोधन नियम/समाशोधन गृह के माध्यम से किए जाएंगे जिन्हें इस स्कीम के अंतर्गत अनुमोदित मध्यस्थ (एप्रूव्ड इन्टरमीडियरीज) (ए आई) के रूप में रजिस्टर्ड किया जाएगा।
3. एसएलबी संबंधी कार्य ऑटोमेटेड, स्क्रीन आधारित, आर्डर-मैचिंग प्लेटफार्म पर चलेगी जो 'ए आई' द्वारा उपलब्ध कराया जाएगा। यह प्लेटफार्म अन्य प्लेटफार्मों से अलग होगा।
4. एफ एण्ड ओ सेगमेंट में खरीद-फरोख्त की जाने वाली प्रतिभूतियां इस स्कीम के अंतर्गत उधार देने या लेने के लिए पात्र होंगी।
5. खुदरा, संस्थागत सहित सभी श्रेणियों के निवेशकों को प्रतिभूतियां उधार लेने और उधार देने की अनुमति दी जाएगी। उधारदाता और उधारकर्ता ए आई द्वारा गठित उधार देने/लेने के लिए प्लेटफार्म का क्लीयरिंग सदस्यों (सी एम) के माध्यम से उपयोग करेगा। (इसमें बैंक और कस्टोडियन शामिल हैं) जिन्हें ए आई द्वारा इसके लिए अधिकृत किया जाता है।
6. अनुमोदित मध्यस्थ (ए आई), समाशोधन सदस्य (सी एम) और ग्राहक करार (जिसके एक या अधिक खण्ड हो सकते हैं) करेंगे जिसमें करार के पक्षकारों के अधिकार, उत्तरदायित्व और बाध्यताएं विनिर्दिष्ट की जाएंगी। इस करार में प्रतिभूतियां उधार देने और उधार लेने की मूल शर्तें भी शामिल होंगी जैसा कि इस स्कीम के तहत निर्धारित किया गया है। इसके अतिरिक्त अनुमोदित मध्यस्थ समाशोधन सदस्य और ग्राहक के साथ उधार देने और उधार लेने संबंधी लेनदेनों के समुचित निष्पादन, जोखिम प्रबंध और निपटान के संबंध में करार में उपयुक्त शर्तें भी शामिल कर सकता है। ग्राहक बेस के स्वरूप को ध्यान में रखते हुए, यद्यपि ग्राहकों के संबंध में 'नो योअर क्लाइंट' (अपने ग्राहक को जानिए) (के वाई सी) का अनुपालन सुनिश्चित करने का मुख्य दायित्व सी एम एस का है, लेकिन इस संबंध में ए आई एस/सी एम एस एवं ग्राहकों की सही-सही भूमिका के बारे में ए आई/सी एम/ग्राहकों के बीच पूर्वोक्त करार में विस्तारपूर्वक दिए जाने की जरूरत है।  
इस संबंध में एक प्रधान करार किया जाएगा, जिसके दो अलग-अलग खंड होंगे। करार का पहला खंड ए आई और सी एम के बीच करार होगा और दूसरा खंड सी एम और ग्राहकों के बीच करार होगा। करार के दोनों खंडों में एक दूसरे का संदर्भ पर्याप्त होगा जिससे सभी संबंधित पक्षकार जैसे ए आई/सी एम और ग्राहक पूर्वतः सहमत होते हैं और उन्हें उनके बीच एस एल बी लेनदेनों को नियंत्रित करने वाले सभी उपबन्धों की जानकारी है। परन्तु, उधार देने वाले और उधार लेने वाले के बीच सीधे कोई करार नहीं किया जाएगा। सी एम प्रत्येक ग्राहक के साथ हरताक्षरित करार के पहले खंड की प्रमाणित प्रति संलग्न करेगा। इस संबंध में करार का माडल रूप स्टॉक एक्सचेंज द्वारा तैयार किया जाएगा।
7. ए आई प्रत्येक क्लाइंट को अलग आईडी देगा जिसे संबंधित क्लाइंट के स्थायी खाता संख्या (पैन) से सुव्यवस्थित किया जाएगा। ए आई ऐसे रक्षोपाय करेगा जिससे यह सुनिश्चित हो सके कि ग्राहक अनेक क्लाइंट आईडी प्राप्त नहीं कर सके।
8. उधार लेने/देने की अवधि मानकीकृत सविदाओं के अनुरार नियत की जाएगी।

9. एस.एल.बी. लेन-देनों के लिए निपटान चक्र का आधार टी+1 (T+1) होगा। उधार लेने और देने संबंधी लेनदेनों का निपटान सामान्य बाजार निपटान पर निर्भर नहीं होगा।
10. उधार लेने और देने उधार संबंधी लेनदेनों का निपटान ग्राहकों के स्तर पर सकल आधार पर किया जाता है अर्थात् किसी भी स्तर पर लेन-देनों की नैटिंग (netting) की अनुमति नहीं दी जाएगी।
11. उधारकर्ता को प्रतिभूतियों की डिलीवरी और प्रतिभूतियों को लौटाने की गारंटी के लिए ए आई उपयुक्त जोखिम प्रबंधन प्रणाली तैयार करेगा। ए आई को प्रतिभूति डिलीवर करने में उधारदाता के असफल रहने या ए आई को प्रतिभूति लौटाने में उधारकर्ता के असफल रहने की स्थिति में, ए आई प्रतिभूतियां प्राप्त करने के लिए नीलामी करेगा। ऐसी असामान्य परिस्थितियों में जिनके परिणाम स्वरूप नीलामी में प्रतिभूतियां गैर उपलब्ध रहती हैं, इस प्रकार के लेन-देन ऐसी उपयुक्त दरों पर वित्तिय रूप से बंद कर दिए जाएंगे, जो लेन-देनों के सामान्य रूप में बंद होने के लिए लागू दरों से अधिक हो सकती हैं ताकि प्रतिभूतियों की गैर-डिलीवरी के विरुद्ध पर्याप्त निवारक के रूप में कार्रवाई की जा सके।
12. बाजार, सी एम और ग्राहक के स्तर पर पोजीशन सीमा का निर्णय समय-समय पर सेबी के परामर्श से ए आई द्वारा लिया जाएगा। आरंभ में -
  - क एस एल बी लेन-देनों के लिए बाजार- व्यापी पोजीशन सीमा शेयरों की संख्या के संदर्भ में कंपनी की फ्री-फ्लोट पूंजी की 10% होगी।
  - ख किसी भी क्लीयरिंग मैम्बर (समाशोधन सदस्य) के पास बाजार-व्यापी पोजीशन सीमा के 10% से अधिक या 50 करोड़ रुपये (आधार मूल्य) जो भी कम हो, खुले पोजीशन नहीं होगी।
  - ग एफ.आई.आई./एम.एफ. के लिए पोजीशन सीमा वही होगी जो क्लीयरिंग सदस्य के लिए है।
  - घ क्लाइंट लेवल पोजीशन सीमा बाजार- व्यापी पोजीशन सीमा के 1% से अधिक नहीं होगी।
13. प्रतिभूति में कारपोरेट कार्रवाई की अवधि के दौरान उधार देने/उधार लेने संबंधी कार्यकलाप नहीं किया जायेगा और ए आई द्वारा बाजार को बताया जाएगा।
14. सेबी के विभिन्न विनियमों के अंतर्गत विनिर्दिष्ट शेयर खरीदने/प्रकट करने (डिस्कलोज) संबंधी अपेक्षाओं से संबंधित एफ डी आई/एफ आई आई सीमाओं और मापदंडों के अनुपालन के प्रयोजन के लिए प्रतिभूतियां उधार पर देना/उधार पर लेना और लौटाना इनके क्रय/निपटान/अंतरण के बराबर नहीं होगा।
15. ए आई द्वारा उपलब्ध कराए गए प्लेटफार्म में किए गए एस एल बी लेन देनों से उत्पन्न होने वाले विवादों के लिए ए आई समुचित माध्यम तंत्र मुहैया कराएगा।
16. ए आई अपने द्वारा उपलब्ध कराए गए प्लेटफार्म में निष्पादित एस एल बी लेन देनों और बकाया पोजीशनों का विवरण साप्ताहिक आधार पर पब्लिक डोमेन में उपलब्ध कराएगा। ऐसे प्रकटीकरण की आवृत्ति का समय-समय पर सेबी के अनुमोदन में समीक्षा की जाएगी।

#### उपविधि सं. 246क

##### "246क(7) ग्राहकों द्वारा ब्रोकरों के पास जमा संपार्श्विक राशि"

- 7.1 सदस्यों द्वारा ग्राहक संपार्श्विक जमा राशि का समझदारी पूर्ण उपयोग:  
ब्रोकरों के पास पर्याप्त तंत्र और प्रक्रिया होनी चाहिए जिससे यह सुनिश्चित किया जा सके कि ग्राहक संपार्श्विक जमा राशि का उपयोग संबंधित ग्राहक की मार्जिन आवश्यकता/पे-इन की पूर्ति

करने से भिन्न प्रयोजन के लिए नहीं किया जाता है। ब्रोकर रिकार्ड भी रखेंगे ताकि ग्राहक संपार्श्विक राशि के उपयोग की समुचित लेखा परीक्षा सुनीश्चित हो सके।

#### 7.2 ग्राहक संपार्श्विक जमा के रिकार्डों का रखरखाव

ब्रोकर निरीक्षण के दौरान पूर्वोक्त रिकार्ड प्रस्तुत करने में सक्षम होने चाहिए। रिकार्ड में निम्नलिखित का विवरण शामिल होगा:—

क. संपार्श्विक की प्राप्ति और संपार्श्विक प्राप्त होने पर ग्राहक को जारी पावती।

ख. मार्जिन के लिए एक्सचेंज/समाशोधन नियम / समाशोधन गृह में संपार्श्विक जमा करने के लिए ग्राहक प्राधिकार

ग. एक्सचेंज/समाशोधन नियम/समाशोधन गृह में संपार्श्विक जमा का रिकार्ड

घ. ग्राहक को संपार्श्विक की वापसी का रिकार्ड

ड. ग्राहक को कारपोरेट कार्यवाई लाभों का क्रेडिट

#### 7.3 रिकार्ड का मिलान

समय-समय पर रिकार्डों का ब्रोकर के पास वारतविक संपार्श्विक जमा राशि से मिलान किया जाना चाहिए।

#### 7.4 दैनिक विवरण

ब्रोकर ग्राहकों को संपार्श्विक उपयोग का दैनिक विवरण जारी करेंगे जिसमें अन्य बातों के साथ-साथ जमा संपार्श्विक राशि, उपयोग की गयी संपार्श्विक राशि और नकदी, मियादी जमा प्राप्ति, बैंक गारंटी और प्रतिभूति का विवरण सहित संपार्श्विक स्थिति (उपलब्ध शेष/ग्राहक से शोध्य) का ब्यौरा शामिल होगा।

#### 246क(8)दुरुपयोग के विरुद्ध शिकायत

ब्रोकरों के विरुद्ध ग्राहकों द्वारा जमा संपार्श्विक के दुरुपयोग से संबंधित शिकायत के मामले में, एक्सचेंज आरोपों की छानबीन करेगा, यदि अपेक्षित हो तो ब्रोकर का निरीक्षण करवाएगा और अपने निष्कर्षों के आधार पर आवश्यक कारवाई करेगा।

#### 246क(9)दुरुपयोग के मामलों में शास्ति

यदि यह पाया जाता है कि ग्राहक संपार्श्विक का दुरुपयोग हो रहा है, तो प्रतिभूति संविदा विनियमन अधिनियम, सेबी अधिनियम, सेबी विनियमन और परिपत्र, एक्सचेंज उपविधि, नियमों विनियमों और परिपत्रों के तहत उपबंधित किए गए अनुसार ब्रोकर के विरुद्ध मापदंडों के उल्लंघन के लिए उपयुक्त निवारक शास्ति के लिए कार्यवाही की जाएगी।

#### उपविधि सं. 204क

#### 204क प्रतिभूति बाजार में सभी लेन-देनों के लिए स्थायी खाता संख्या (पीएएन) की अनिवार्यता

क. 'आयकर विभाग द्वारा जारी पैनकार्ड की प्रतिया अपने मौजूदा एवं नए ग्राहकों से प्राप्त करें और मूल कार्ड से सत्यापित करके अपने रिकार्ड में रखें।

प्रतिभूति बाजार में लेन-देन के लिए केंद्र सरकार, राज्य सरकार और न्यायालयों द्वारा नियुक्त पदाधिकारी जैसे आफिशियल लिक्विडेटर, कोर्ट रिसीवर आदि (सरकारी श्रेणी के अंतर्गत) के मामले में पैनकार्ड के लिए जोर नहीं दिया जाएगा। ऐसी छूट तभी दी जाएगी जब वे अपने दावे के समर्थन में पर्याप्त दस्तावेजी साक्ष्य प्रस्तुत करेंगे।

**उपविधि सं. 69क(छ)****“69 क (छ) नकद बाजार में संस्थागत व्यापार का मार्जिनीकरण”**

क नकद बाजार में सभी संस्थागत निवेशकों द्वारा किया गया संस्थागत व्यापार अन्य निवेशकों के लेनदेन के लिए यथाप्रयोज्य मार्जिन के भुगतान के अध्वधीन होगा, यह सोमवार अप्रैल 21, 2008 से प्रभावी होगा। इस प्रयोजन के लिए संस्थागत निवेशकों में शामिल होगा—

1. सेबी में रजिस्ट्रीकृत विदेशी संस्थागत निवेशक
2. सेबी में रजिस्ट्रीकृत म्यूचुअल फंड
3. कंपनी अधिनियम 1956 की धारा 4 में यथा परिभाषित सार्वजनिक वित्तीय संस्थाएं।
4. बैंक अर्थात् बैंकिंग विनियमन अधिनियम 1949 की धारा 5(1)(ग) के तहत यथा परिभाषित बैंकिंग कंपनी।
5. आइ.आर.डी.ए. में रजिस्ट्रीकृत बीमा कंपनियां।

ख नकद बाजार में समस्त संस्थागत व्यापार पुष्टि होने पर कस्टोडियन से वसूल किए जा रहे मार्जिन से T+1 आधार पर मार्जिन किया जाएगा।

ग संपूर्ण मार्जिन को उपयुक्त हेयरकट सहित अनुमोदित प्रतिभूतियों के रूप में नकद बाजार में संस्थागत ग्राहकों की ओर से निष्पादित लेनदेन के संबंध में बनाए रखने की अनुमति दी जाएगी।

घ ऐसे मामलों में जहां प्रतिभूतियों/निधियों का यथासमय पे-इन किया जाता है तो मार्जिन प्रयोजनों के लिए बकाया स्थिति पर यथासमय पे-इन की सीमा तक विचार नहीं किया जाएगा।

ड सदस्यों के पे-इन दायित्वों को उनके द्वारा जमा तरल आस्तियों के नकदी घटक में से समायोजित किया जाएगा।

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**DELHI STOCK EXCHANGE LIMITED**

*Regd. Office:* DSE House, 3/1, Asaf Ali Road, New Delhi-110 002

Delhi Stock Exchange has amended its Bye-Laws by insertion of a new bye law no. 61B, 61C & 246A and amending Bye-Laws no. 204 & 69A which have been duly approved by SEBI vide its letter no. MRD/DSA/AKS/157834/2009 dated 20<sup>th</sup> March 2009. The Bye-law no. 61B, 61C, 246A, 204A (a) and 69A (g) are as under

**Byelaw no.61B:****"61B Broad framework for short selling**

1. "Short selling" shall be defined as selling a stock which the seller does not own at the time of trade.
2. All classes of investors, viz., retail and institutional investors, shall be permitted to short sell.
3. Naked short selling shall not be permitted and accordingly, all investors would be required to mandatorily honour their obligation of delivering the securities at the time of settlement.
4. No institutional investor shall be allowed to do day trading i.e., square-off their transactions intra-day. In other words, all transactions would be grossed for institutional investors at the custodians' level and the institutions would be required to fulfill their obligations on a gross basis. The custodians, however, would continue to settle their deliveries on a net basis with the stock exchanges.
5. The securities traded in F&O segment shall be eligible for short selling. The list of stocks that are eligible for short selling transactions may be reviewed by the SEBI from time to time.
6. The institutional investors shall disclose upfront at the time of placement of order whether the transaction is a short sale. However, retail investors would be permitted to make a similar disclosure by the end of the trading hours on the transaction day.
7. The brokers shall be mandated to collect the details on scrip-wise short sell positions, collate the data and upload it to the stock exchanges before the commencement of trading on the following trading day.
8. The stock exchange shall take appropriate action against the brokers for their failure to deliver securities at the time of settlement. Such action shall include the following:
  - a) Penalty for failure to give delivery as per the rate prescribed by the Governing Board from time to time.
  - b) Charges for close-out of the trade as per the rate prescribed by Governing Board from time to time.
  - c) The member failing to make payment of the dues and damages if any within twenty-four hours or time as specified by the Governing Board of receiving notice thereof he shall be declared a defaulter.

**Byelaw no.61C:****"61C Broad framework for securities lending and borrowing**

1. Securities Lending and Borrowing (SLB) shall operate within the overall framework of the "Securities Lending Scheme, 1997" (the scheme).
2. SLB shall be operated through Clearing Corporation/Clearing House of stock exchanges who will be registered as Approved Intermediaries (AIs) under the scheme.
3. The SLB shall take place on an automated, screen based, order- matching platform which will be provided by the AIs. This platform shall be independent of the other trading platforms.
4. The securities traded in F&O segment shall be eligible for lending & borrowing under the scheme.
5. All categories of investors including retail, institutional etc. will be permitted to borrow and lend securities. The borrowers and lenders shall access the platform for lending/borrowing set up by the AIs through the clearing members (CMs) (including banks and custodians) who are authorized by the AIs in this regard.
6. The AIs, CMs and the clients shall enter into an agreement (which may have one or more parts) specifying the rights, responsibilities and obligations of the parties to the agreement. The agreement shall include the basic conditions for lending and borrowing of securities as prescribed under the scheme. In addition to that, AIs may also include suitable conditions in the agreement to have proper execution, risk management and settlement of lending and borrowing transactions with clearing member and client. Given the nature of the client base, while the major responsibility of ensuring compliance with "Know Your Client" (KYC) norms in respect of the clients rests with CMs, the exact role of AIs/CMs vis-à-vis the clients in this regard needs to be elaborated in the aforesaid agreement between the AI/CMs/clients. In this regard, there would be one master agreement with two individual parts to the same. The first part of the agreement would be between the AIs and the CMs and the second part of the agreement would be between the CMs and the clients. There would be adequate cross referencing between the two parts of the agreement so that all the concerned parties, viz., the AIs/CMs and the clients agree completely and are aware of all the provisions governing the SLB transactions between them. However, there shall be no direct agreement between the lender and the borrower. The CM will attach a certified copy of the first part of the agreement signed with the AI in the second part of the agreement signed with each client. Model agreements to be devised by the stock exchanges.
7. The AIs shall allot a unique ID to each client which shall be mapped to the Permanent Account Number (PAN) of the respective clients. The AIs shall put in place appropriate systemic safeguards to ensure that a client is not able to obtain multiple client IDs.
8. The tenure of lending/borrowing shall be fixed as standardised contracts.
9. The settlement cycle for SLB transactions shall be on T+1 basis. The settlement of lending and borrowing transactions shall be independent of normal market settlement.
10. The settlement of the lending and borrowing transactions shall be done on a gross basis at the level of the clients i.e. no netting of transactions at any level will be permitted.
11. AIs would frame suitable risk management systems to guarantee delivery of securities to borrower and return of securities to the lender. In the case of lender failing to deliver securities to the AI or borrower failing to return securities to the AI, the AI shall conduct an auction for obtaining securities. In the event of exceptional circumstances resulting in non-availability of securities in auction, such transactions would be financially closed-out at appropriate rates, which may be more

than the rates applicable for the normal close-out of transactions, so as to act as a sufficient deterrent against failure to deliver securities

12. Position limits at the level of market, CM and client shall be decided from time to time by AIs in consultation with SEBI. To begin with (a) the market-wide position limits for SLB transactions shall be 10% of the free-float capital of the company in terms of number of shares (b) No clearing member shall have open position of more than 10% of the market-wide position limits or Rs. 50 crore (base value), whichever is lower (c) For a FII/MF, the position limits shall be the same as of a clearing member (d) The client level position limits shall be not more than 1% of the market-wide position limits.

13. There shall be no lending/borrowing activity during the periods of corporate action in the security and shall be disclosed by AI to the market

14. Any borrowing/lending and return of securities would not amount to purchase/disposal/transfer of the same for the purpose of compliance with the extant FDI/FII limits and the norms regarding acquisition of shares/disclosure requirements specified under the various Regulations of SEBI.

15. AIs shall provide suitable arbitration mechanism for settling the disputes arising out of the SLB transactions executed on the platform provided by them.

16. AIs shall disseminate in public domain, the details of SLB transactions executed on the platform provided by them and the outstanding positions on a weekly basis. The frequency of such disclosure may be reviewed from time to time with the approval of SEBI.

#### **Byelaw no.246A:**

#### **"246A Collateral Deposited by Clients with Brokers**

##### **(7.1) Prudent utilization of client Collateral Deposit by members**

Brokers should have adequate systems and procedures in place to ensure that client collateral is not used for any purposes other than meeting the respective client's margin requirements / pay-ins. Brokers should also maintain records to ensure proper audit trail of use of client collateral.

##### **(7.2) Maintenance of Records of client Collateral Deposit**

Brokers should further be able to produce the aforesaid records during inspection. The records should include details of: -

- a. Receipt of collateral from client and acknowledgement issued to client on receipt of collateral
- b. Client authorization for deposit of collateral with the exchange/clearing corporation/ clearing house towards margin
- c. Record of deposit of collateral with exchange/clearing corporation /clearing house
- d. Record of return of collateral to client
- e. Credit of corporate action benefits to clients

##### **(7.3) Reconciliation of Records**

The records should be periodically reconciled with the actual collateral deposited with the broker.

##### **(7.4) Daily Statement**

Brokers should issue a daily statement of collateral utilization to clients who shall include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available

- balance / due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.

#### **(8) Complaints Against Misuse**

In case of complaints against brokers related to misuse of collateral deposited by clients, exchanges would look into the allegations, conduct inspection of broker if required and based on its findings take necessary action.

#### **(9) Penalty in cases of Mis-utilisation**

In case client collateral is found to be mis-utilised, the broker would attract appropriate deterrent penalty for violation of norms provided under Securities Contract Regulation Act, SEBI Act, SEBI Regulations and circulars, Exchange Byelaws, Rules, Regulations and circulars."

#### **Byelaw no.204A:**

Mandatory requirement of Permanent Account Number (PAN) for all transactions in the securities market:

"(a) Collect copies of the PAN cards issued by the Income Tax Department to their existing as well as new clients and maintain the same in their record after verifying the same with the original. PAN may not be insisted in the case of Central Government, State Government and the officials appointed by the courts e.g. Official Liquidator, Court Receiver etc. (under the category of Government) for transactions in the securities market. This would be subject to the members verifying the veracity of the claim of the specified organization, by collecting sufficient documentary evidence in support of their claim for such an exemption."

#### **Byelaw no.69A (g):**

"69A (g) Margining of Institutional Trades in the Cash Market:

- a. Institutional trades done by all institutional investors in the cash market would be subject to payment of margins as applicable to transactions of other investors. For this purpose, institutional investors shall include:
  - i. Foreign Institutional Investors registered with SEBI.
  - ii. Mutual Funds registered with SEBI.
  - iii. Public Financial Institutions as defined under Section 4A of the Companies Act, 1956.
  - iv. Banks, i.e., a banking company as defined under Section 5(1) (c) of the Banking Regulations Act, 1949.
  - v. Insurance companies registered with IRDA.
- b. All institutional trades in the cash market would be margined on a T+1 basis with margin being collected from the custodian upon confirmation of the trade.
- c. Entire margin in the form of approved securities with appropriate haircuts would be permitted to maintain as regards the transactions executed on behalf of institutional clients in the cash market.
- d. In cases where early pay-in of securities/funds is made by the members, the outstanding position to the extent of early pay-in shall not be considered for computing the margin obligations.
- e. Pay-in obligations of the members would be adjusted from the cash component of the liquid assets deposited by them."